

**STATE OF HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813**

November 10, 2011

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Land Board Members:

SUBJECT: REQUEST APPROVAL TO INITIATE A COMPETITIVE SEALED PROPOSAL PROCESS AND AUTHORIZE THE CHAIRPERSON TO ISSUE A REQUEST FOR PROPOSALS AND AWARD AND EXECUTE A MULTI-YEAR CONTRACT TO DESIGN, CONSTRUCT, AND IMPLEMENT AN ACCOUNTING AND INVENTORY MANAGEMENT SYSTEM (AIMS) FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE

This Board Submittal requests approval to issue a Request for Proposals (RFP) under the competitive sealed proposal process pursuant to Chapter 3-122, Subchapter 6, Hawaii Administrative Rules (HAR), and authorize the Chairperson to issue the RFP and award and execute a multi-year contract for the design, construction, and implementation of a unified, integrated accounting and inventory management system (AIMS) for the Division of Forestry and Wildlife, Statewide.

BACKGROUND

The Division of Forestry and Wildlife (hereafter DOFAW) has an approved total budget of \$32,368,150 and a total federal fund budget of \$9,703,139. DOFAW also has 184 FTE positions across 4 major LNR programs: LNR172 (Forestry Resource Management and Development), LNR402 (Native Resources and Fire Protection Program), LNR407 (Natural Area Reserves and Watershed Management), and LNR804 (Forest and Outdoor Recreation).

DOFAW is the largest Division in DLNR by staff size, total budget, total federal fund budget, and LNR programs, and the increasing demand on accounting and fiscal staff within DOFAW and DLNR due to the complexity and sheer number of federal grants requires a fully-integrated and automated Accounting and Inventory Management System (hereafter AIMS) to plan and implement federal grant budgets, track expenditures and staff time charges against these grants, and inventory items purchased with federal funds. This system will be both fully-integrated (i.e. across all means of financing and all staff

regardless of source of funds), and fully-automated (i.e. will provide “real-time” expenditure tracking, per grant and/or activity code). The system as proposed will allow budget managers to input an initial federal or state budget (sic) and ensure that granting requirements are met: ensure that state match requirements are met, overall expenditures do not exceed the grant, provide a unified and integrated way to monitor personnel charges against those grants, large equipment or capital inventory items and their disposition, and that proper activity codes are being used.

Currently DOFAW must rely on Datamart to analyze expenditures, however this system is updated by the Department of Accounting and General Services (DAGS), and information pulled off both FAMIS and Datamart are “after the fact” and hence expenditure information is always late, out-dated, and/or inaccurate. The inputting is done by DAGS staff members, and there are often mistakes in the data entry, and errors are found: program ID (i.e. LNR204 instead of LNR402), cost center (i.e. 0410 instead of 0410), and activity code (i.e. K21 instead of X21). The proposed AIMS would be managed by staff internal to DOFAW; this system would reduce errors and improve our ability to correct such errors with DAGS.

Another advantage of the proposed AIMS would be in the efficiency of drawing down federal funds. At the moment we rely on the DAGS expenditure printouts, which arrive almost 3-4 weeks after the previous month has been completed. In many cases DOFAW has to delay paying invoices, as many of our projects are fed-funded, and rely on the reimbursement process to replenish funds as invoices are due. Because these expenditure reports come in so late, it pushes back our ability to pay invoices on time. Having this internal AIMS expenditure tracking system, which will be monitored daily, would improve our ability to accurately request and draw down federal funds and pay invoices on time.

Another advantage of this proposed AIMS would be in tracking staff costs, as they are charging against federal grant activities. Currently there is no system in place to do this, and we have to rely on a single clerk at the Admin Office to input the data manually from printed timesheets into an Excel spreadsheet, then calculate hours by hand. Having the AIMS in place, such data would be capturing information from the DOFAW Branch Offices directly, and would require simply querying the data from the AIMS in a simple step.

SCOPE

The projects to be implemented under this proposed contract will be funded by a combination of state special funds, general funds, and federal funds from competitive and non-competitive federal grants. The Division anticipates that 2 phases will be involved, phase one: design, development, and construction, and a second phase consisting of implementation, debugging, training, and maintenance to occur over a 2 year period. The cost for the project is estimated at \$250,000.

A draft RFP is provided here as an attachment.

DISCUSSION

Based on a careful review of the requirements under chapter 103D, Hawaii Revised Statutes (HRS), DOFAW determined that a competitive sealed bidding process is neither practicable nor advantageous to the State. DOFAW recommends that a competitive sealed proposal process be used for source selection. Such an approach will be the most advantageous procurement process for the solicitation because the primary consideration for the determination of awards for this RFP is experience demonstrated in the design, construction, development, and implementation of large and/or complex financial management systems or programs involving many projects with large budgets and numerous personnel.

The successful bidder must demonstrate past experience and the ability to develop such complex financial management systems. Qualifications will be evaluated through a ranking process that evaluates the years of relevant experience; the number of similar projects designed, developed and maintained; the size and complexity of the projects designed, developed and maintained; experience with debugging and training, maintenance service; and cost.

Pursuant to §3-122-45, Hawaii Administrative Rules (HAR), the Division will use an evaluation committee to ensure objective review, evaluation, and ranking of proposals and allow for the selection of the most qualified vendor.

To expedite a contract for this procurement, DOFAW requests that the Board delegate authority to the Chairperson to appoint an evaluation committee for the RFP and award and execute the contract for goods and services based on the recommendations of the evaluation committee, and other terms and conditions as may be prescribed by the chairperson to best serve the interest of the State. Additionally, should any of the committee members be unable to participate, DOFAW request that the Board delegate authority to the Chairperson to appoint alternates or recommend that the committee be reduced by one member should the need arise.

CHAPTER 343 – ENVIRONMENTAL ANALYSIS

The project, issuance of a Contract to Design, Construct, and Implement an Accounting and Inventory Management System (AIMS) for the Department of Land and Natural Resource, Division of Forestry and Wildlife, consists of administrative actions to prepare, solicit, review and procure the design, hardware and software for a financial management system. The Division's analysis concludes that the project generally consists of routine administrative activities and is eligible for an exemption from the need to prepare an environmental assessment.

In accordance with Hawaii Administrative Rule Section 11-200-8, the Division has reviewed this action and determined it falls under Exemption Class 10, "Continuing administrative activities including, but not limited to purchase of supplies and personnel-

related actions". This action is anticipated to have minimal or no significant negative impact on the environment.

RECOMMENDATIONS:

That the Board:

- 1) Declare that, after considering the potential effects of the proposed project as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
- 2) Approve the use of:
 - a) A competitive sealed proposal process for a solicitation for the selection of a vendor to design, construct, and implement an AIMS for the DOFAW.
 - b) An evaluation committee comprised of the individuals appointed by the Chairperson to evaluate and select the competitive sealed proposal that is most advantageous to the state.
- 3) Delegate authority to the Chairperson to:
 - a. Develop and issue the RPF.
 - b. Appoint the evaluation committee and any alternates, or recommend that the committee be reduced by one member should the need arise.
 - c. Award and execute a contract for goods and services, subject to the availability of funds, and review and approval by the Department of the Attorney General.

Respectfully submitted,



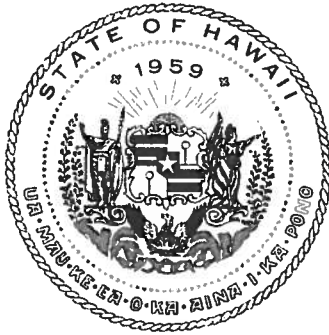
PAUL J. CONRY,
Administrator

Attachment

APPROVED FOR SUBMITTAL:



William J. Aila, Jr. Chairperson
Board of Land and Natural Resources



**DEPARTMENT OF LAND AND
NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE**

LEGAL AD DATE: [Insert PNS posting date]

**REQUEST FOR PROPOSALS
No. DOFAW-RFP-12-009-SW**

**SEALED OFFERS
TO DESIGN, CONSTRUCT, AND IMPLEMENT AN
ACCOUNTING AND INVENTORY MANAGEMENT SYSTEM
(AIMS) FOR THE DEPARTMENT OF LAND AND NATURAL
RESOURCES, DIVISION OF FORESTRY AND WILDLIFE**

WILL BE RECEIVED UP TO 4:00 PM (HST) ON

[DATE]

IN THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, KALANIMOKU
BUILDING, 1151 PUNCHBOWL STREET, ROOM 325, HONOLULU, HAWAII 96813. DIRECT
QUESTIONS RELATING TO THIS SOLICITATION TO THE RFP ADMINISTRATOR,
MR. GREGORY YUKUMOTO, VIA TELEPHONE (808) 587-4183, OR VIA EMAIL AT
GREGORY.S.YUKUMOTO@HAWAII.GOV.

WILLIAM J. AILA, JR,
Procurement Officer, Department of Land
and Natural Resources

**PLEASE INDICATE DOFAW-RFP-12-009-SW ON THE OUTSIDE OF THE SEALED
BID ENVELOPE**

RFP Registration and Inquiries

If you intend to respond to this RFP, please email Mr. Gregory Yukumoto registering your organization. This will ensure that you receive notifications of any changes or addendums. Provide a contact name, mailing address, phone number, and email address.

**ACCOUNTING AND INVENTORY MANAGEMENT SYSTEM (AIMS)
REQUEST FOR PROPOSALS**

PROPOSALS DUE ON OR BEFORE 4PM HAWAII TIME, [DATE]

NOTICE TO INTERESTED PARTIES:

If you intend to respond to this request for proposals, please contact the RFP Administrator (Mr. Gregory Yukumoto), whose name and contact info appear on the cover sheet of this RFP, in order to register your organization or entity. You must provide your legal business name and DBA name (as applicable), a contact person (i.e. an authorized officer, agent, or representative of your organization), and all contact information which would be necessary in order to notify you in the event that changes are made to this solicitation. If you are **not** registered and an amendment is made to this solicitation, you will not receive notification of the change, thereby putting your proposal at risk for rejection and jeopardize a potential award. Your registration does **not** commit you to submit a proposal, and in no way construes an obligation on either party, however it provides a means by which to notify you of any changes to the solicitation at any time during the open application process for this RFP.

This RFP is also issued pursuant to the provisions of HRS 103 and 103D and their regulations for implementation. **All prospective Offerors must be in good standing with the State of Hawaii**, and are charged with presumptive knowledge of all requirements of the cited authorities. Officers and agents of both parties are also charged with abiding by any and all such regulations. Submission of a valid executed proposal by any prospective Offeror shall constitute admission of such knowledge on the part of the prospective Offeror. Additionally, when and as applicable, contracts resulting from this RFP will be subject to the State's General Conditions (AG-008) and applicable standard contract forms such as the Contract for Goods or Services Based Upon Competitive Sealed Proposals (although these forms are not attached, they are included by reference and made a part hereof. Copies can be obtained by making a request to the RFP administrator).

The Division of Forestry and Wildlife (DOFAW) reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest(s) of the State. The State shall not be liable for any costs, expenses, loss of profit(s) or damages whatsoever as or if incurred by the Offeror in the preparation, consultation, or submission of a proposal in the event this RFP is cancelled, or a proposal is rejected. Any cost(s) incurred by the Offeror in the preparation, consultation, and submission of a proposal in response to this RFP is the Offeror's sole responsibility, and any costs shall be borne by the Offeror. Contract period will extend **twenty-four (24) months**, commencing at the time the Notice to Proceed is issued. An extension of up to 24 months may be granted upon written mutual agreement between the parties, no less than sixty (60) days prior to the end of the initial contract period.

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SECTION ONE: INTRODUCTION AND SIGNIFICANT DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

CPO	= Chief Procurement Officer
SPO	= State Procurement Office
DLNR	= Department of Land and Natural Resources
DOFAW	= Division of Forestry and Wildlife
Procurement Officer	= The contracting officer for the State of Hawaii, DLNR, DOFAW
System Administrator	= The person within the DLNR, DOFAW who will manage the system and function as the liaison between the DLNR, DOFAW and Offeror.
RFP Administrator	= The person charged with administrative management of the terms, conditions, and implementation of this solicitation.
State	= State of Hawaii, including each departments and political subdivisions
DAGS	= Department of Accounting and General Services
BAFO	= Best and Final Offer
FTE	= Full Time Employee
HAR	= Hawaii Administrative Rules
HRS	= Hawaii Revised Statutes
RFP	= Request for Proposals
EOY	= End of Year
FM	= Fiscal Month
FY	= Fiscal Year
GC	= General Conditions, issued by the Department of the Attorney General
GET	= General Excise Tax
Offeror	= Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.

1.01 INTRODUCTION

The Hawaii Department of Land and Natural Resources, Division of Forestry and Wildlife, desires professional services to recommend or develop, support and maintain a web-based, secured, password-protected financial data management system to be used by staff and management for financial accounting and inventory assets management, timesheets and personnel costs, and general data entry.

The nature and complexity of the DOFAW finances in general requires that there be a system to track and record beginning of year program and section budgets, and account for all expenditures during the course of the year, to include timesheet data. This system would be required to produce reports upon demand, to compare against expenditure reports generated through other State agencies.

The system would have to be compatible with current DLNR and DOFAW systems as exist on the Department and Division's server base, exist either remotely or internally on server systems as deemed the most operationally and financially feasible, accessible via the internet, capacity upgradeable, and expandable for future growth and data storage needs.

The Offeror is hereby tasked to design or recommend a web-based financial services and expenditure tracking system (henceforth referred to as AIMS – Accounting and Inventory Management System) to accomplish the tasks as set forth in 2.02, Scope of Work. The Offeror must provide technical expertise and support for the system during the contract period.

1.02 BACKGROUND INFORMATION – THE STATE OF HAWAII ACCOUNTING SYSTEMS

The State of Hawaii utilizes a uniform accounting system of its own, known in its separate functions as DataMart and FAMIS (Financial Accounting and Management Information System). DataMart is the State repository for all financial transactions, is updated by data entry on a regular basis by DAGS staff members, and is accessible by all authorized State users via secure login; FAMIS (while it offers the same basic information) is generally considered the backbone of the State's financial system and functions as the State's Information Data System for all financial transactions. DataMart contains the same information, however it is updated less frequently, and is often "out of balance" depending on time and staff factors within DAGS.

The reason for this proposed system, separate and independent of the State's DataMart and FAMIS systems, is to provide adequate and "real-time" internal control over the Division's financial expenditures, and demonstrate the Division's commitment to proper accounting of its funds to external auditors and federal granting agencies. Further, this proposed system would prevent any conditions that would adversely affect this Division's ability to record, process, summarize, transact, or report any or all financial data consistent with the assertions of our Mission Statement and Best Management Practices as stipulated by GASB. Given the large number of federal grants (about 150) and the nature and complexity of the accounting procedures in reconciling these accounts, this system is necessary to provide the accounting staff within the DOFAW a means by which to reconcile expenditures and balances, given an initial budget.

1.03 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State.

1.04 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be adjusted accordingly. The approximate schedule is as follows:

Advertising of Request for Proposals	(date)
Pre-Proposal Site Visit and Inspection Consultation	(date + 10)
Deadline to Submit Written Questions	(date + 15)
State's Response to Written Questions	(date + 18)
Proposals Due and Opened	(date + 30)
Proposal Evaluations	(date + 31 to 36)
Discussion with Priority Listed Offerors	(date + 37 to 38)
Best and Final Offer	(date + 45)
Estimated Contract Award	(date + 52)
Contract Start Date	(date + 60)

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.01 PROJECT OVERVIEW AND HISTORY

The State of Hawaii, Hawaii Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW), is responsible for the management of the state's forest and wildlife resources, including more than one million acres of Forest Reserves, Natural Area Reserves, Wildlife Sanctuaries, recreational hiking trails and forest campgrounds, and Game Management Areas that support more than 10,000 species of plants and animals. DOFAW partners broadly with agencies, landowners, and contract partners to leverage financial and personnel resources to achieve Division goals and objectives.

The Division has a staff of approximately 200 FTEs that manage and implement an annual budget of between \$30 and \$35 Million. The Division is organized into four major program segments (called LNR's) within the State's budget and finance system. Each LNR segment utilizes numerous funding sources, including state general funds, state special finds, federal special funds, trust funds, and revolving funds. In addition, the Division manages approximately 150 federal and private grant awards per year that provide funds to implement forestry, natural area reserve, trail and access, game and wildlife management projects.

The Division is seeking professional services to develop a web-based, fully integrated, relational financial management system to manage the numerous interrelated personnel and financial resources that maintain daily operations. The system must be designed so that authorized staff may enter and manage data on a routine basis, run select queries on demand, produce reports on this data, and accurately track the status of funds in real time.

The system requires selective and secured login for specified system users with unique user names and passwords, and have different levels of access, from the ability to only enter and view data, to full administrator rights and privileges. The system, for audit and security purposes, must track user ID's and activity.

All transactions and data of a financial nature will be entered into this system, and should thus have standard security measures in place to protect it from unauthorized access or intrusion.

The system, upon being given an initial budget for each fund allotment, should be able to provide a real-time glance at the actual balance per fund allotment and project. Initial project budgets, tracked by Transaction Code, Branch Location (Cost Center), Fund, Object Code, and Activity Code, would be entered either at the beginning of the State Fiscal Year or upon receipt and implementation (i.e. authorization to expend) of grant funds. Once entered and saved, only the System Administrator or an authorized delegate will be able to modify budgets or other data.

There are several major categories of expenditures for which this system should be able to track, and provide reports on:

Timesheet and Personnel Records
Travel Approval Forms

State Credit Card (PCard) Transactions
Land Acquisition and other Inventory purchases
State Vouchers (Transfers, Accounts Payable & Receivable) including revenues

2.02 SCOPE OF WORK

The selected Offeror will develop a financial management system for use by DOFAW staff for the routine management of financial, inventory, and personnel resources. The users must be able to access the system from their respective branch offices on Hawaii, Maui, Oahu, and Kauai. The system must be accessible via internet, contain security measures and logon access rights, and integrate the full range of personnel, salary schedule, and all other financial transactions. These are:

- 1) Revenues. The system must track the funds that are available to the Division in the form of allotments, grants, agreements, or transfers at the appropriation, project, object code, branch location, and activity code levels. The system must manage and track federal and other reimbursable grants. The system must generate appropriate documentation to be submitted to the funding agencies for reimbursement. The system must track and report on the status of any matching funds required for the grants.
- 2) Expenditures. The system must track encumbrances, expenditures, and claims, in the form of PCards purchases, purchase orders, contracts, and invoices, at the project level and relate that data to the source of funds. Also, given an initial budget, the system must be able to track expenditures in real time, and create notifications when the budget has been exceeded, so as not to allow users to create or authorize further purchases; also if there are amendments to budgets or federal grant levels, the System Administrator must have the ability to modify or augment said budget levels, including reallocation of initial budget allotments or increases due to transfers, or decreases due to State spending restrictions, and there must be varied levels of security access to restrict unauthorized users from modifying data without permission.

In general there would be only one authorized user per Island Branch or Section, with an alternate, who will have the limited ability to enter or change data. There would also be administrative access (one user and alternate) Statewide across DOFAW, allowing the delegated user the ability to materially and globally change budgets, update program codes, etc.

Ideally the system should be accessible via the internet, as the DOFAW Branch Office locations cannot all equally access the Statewide network. The DOFAW has some limited internal server capability, however arrangement of hosting services and all related fees would be the responsibility of the Offeror, the costs for such services and equipment should be accounted for in the proposal.

- 3) Personnel and Timesheet Data. The system must allow for basic input of employees' information (i.e. first and last names and up to 2 middle initials, bargaining unit, salary grade and step, years of service, service date, position title and position number, branch location, status – whether contract hire, temporary or permanent, program ID, organization code and cost string code). There should also be a mechanism that allows multiple sources of funding to be

input, as certain positions are funded by various funds. The system should automatically – based on salary scale and number of hours spent on certain activity – track personnel time charges related to the source of funds at the project level via activity code. The System Administrator and his alternate should have the ability to query data and run reports for the purpose of timesheet audits for internal control purposes, federal grant monthly reconciliation, etc. Only certain employees in DOFAW should have access to the payroll section of this database, and should be secured from any other unauthorized access.

The system should also incorporate a drop-down menu or selector field that has the following fields to track various leaves of absences, with an entry box for the hours, to 2 decimal places. There should also be an input field for notes or comments.

- Sick Leave (SL) – Authorized
- Vacation Leave (VL) – Authorized
- Comp Time (CT) – Authorized
- Furlough (FRL)
- Leave Without Pay (LWOP) – All
- Supplemental Time Off (STO)
- Tardy – Authorized
- Tardy – Unauthorized
- Unauthorized Absence – All
- Family Medical Leave (FML)
- Bereavement Leave
- Jury Duty
- Maternity
- Military Service
- Victims Leave
- Unclassified (other)

- 4) Travel Costs and Approval Forms. There are standard State of Hawaii forms required in order to travel on official business, both in-State and out-of-State. These forms, which should be integrated within the system, should have fillable fields to enter the financial information (i.e. cost strings, allocations, dollar amounts, and other information). As with all financial transactions, there should be the ability to input multiple independent funding sources for each approved travel itinerary, as costs are often shared between programs. The form fields should immediately and automatically update the system accordingly. When the forms are complete, they should then be printable and the system should have the capability and capacity to email or print the forms as appropriate. If the standard State of Hawaii travel forms should change, the system should be upgradeable to the new forms, with no interruption or affect to the updating of the data into the system.
- 5) Reporting. The system must provide accounting and budget reports annually, quarterly, monthly, and at any time as otherwise desired throughout the year to allow accurate, real time accounting of financial resources, including tracking of funds that carry over into the subsequent years. If practicable, the system should relate to the state's Datamart financial management system, however since

DOFAW has the ability to run reports separately and *ad hoc* on Datamart, this feature is only desired, not required.

The system must have the ability to compile data and produce an Excel or Access download output, and produce Adobe Acrobat® format reports which are printable and upload/downloadable to email. There must also exist the capacity and ability to run consolidated reports given different query parameters such as branch, program, object code, cost center, project, and activity level, as well as the ability to run operational expenditures and staff expenditures separately, as well as together to produce an annual report of total expenditures.

- 6) Inventory. The system must maintain an inventory of equipment related to the source of funds used to purchase the equipment. Equipment inventory would be tracked using the unique tag number assigned by the respective Branch Inventory Custodian to it. The system should also track expenditures relating to the maintenance of such equipment, so a life cycle and cost analysis basis analysis may be run periodically to determine inventory replacement timeline and overall costs.

In addition the system should track the disposition of inventory items, while maintaining a record of the item even after deletion, transfer, or other disposal. Only the System Administrator or his delegate or alternate should have the ability to completely remove an inventory record, based on his logon access level.

In general, virtually all forms processed within our Division require some form of financial information be entered, whether they are for Personnel or Fiscal actions. These forms are included as appendices to this proposal. We would require the successful offeror to integrate these forms within the system, with interactive and fillable fields that would automatically update the database with this financial information. There should also exist the ability to print these forms as hardcopies for signature and further processing.

In general the following information is included in these forms:

Fund type (1 letter)

B – Bond (Construction) Funds
G – General Funds
S – State or Federal Special Funds
T – Trust Funds
W – Revolving Funds

Fiscal Year (2 digits)

Appropriation (3 digit)

Department Code (1 or 2 letter or digit combination)

Department of Agriculture	A
Department of Business & Economic Development	B
Department of Land & Natural Resources	C
Department of Transportation	D
Department of Education	E
University of Hawaii System	F
Department of Defense	G
Department of Health	H
Department of Hawaiian Homelands	I
Judiciary System	J

Department of Health & Human Services	K
Department of Labor and Industrial Relations	L
Department of Accounting & General Services	M
Department of the Attorney General	N
Department of Budget and Finance	O
Department of Human Resources Development	P
Governor of Hawaii	Q
Department of Commerce & Consumer Affairs	R
Lieutenant Governor of Hawaii	S
Department of Taxation	T
Department of Public Safety	V
Legislature of the State of Hawaii – Senate	YS
Legislature of the State of Hawaii – House	YH
Auditor of Hawaii	Y3
Legislative Reference Bureau	Y4
State Ethics Office	Y6
Ombudsman	Y7
Office of Hawaiian Affairs	Z

Object Code (4 digits)

Project (6 digits or letters) – typically used for construction projects

Phase (2 digits or letters) – typically used for construction projects

Activity Code (3 digits or letter combination)

This is referred to as a “coding string” and an example of which appears as follows:

G-12-042-C-3000-000000-00-573

The DOFAW is also segmented into 4 front-line program areas called LNR’s, as follows:

LNR172 – Forestry Resource Management and Development
 LNR402 – Native Resources and Fire Protection Program
 LNR407 – Natural Area Reserves and Watershed Management
 LNR804 – Forest and Outdoor Recreation

Within DOFAW, the programs have the following appropriations:

LNR172

- G-172 General Fund
- S-201 Federal Special Fund (US Forest Service grants)
- S-232 Federal Special Fund (Federal Stimulus Act – US Forest Service)
- S-235 Federal Special Fund (Federal Stimulus Act – Insect & Disease Control)
- S-347 State Forest Stewardship Special Fund
- T-926 Trust Fund for Wao Kele O Puna (Office of Hawaiian Affairs)

LNR402

- G-042 General Fund
- G-199 General Fund (Firefighter's Contingency Fund)
- S-204 Federal Special Fund (US Fish & Wildlife grants)
- S-233 Federal Special fund (Federal Stimulus Act)
- S-314 State Native Resources and Fire Protection Special Fund
- T-908 Trust Fund for Preservation of Endangered Plants
- T-919 Trust Fund for Preservation of Endangered Species

LNR407

- G-047 General Fund
- S-234 Federal Special Fund (Federal Stimulus Act)
- S-240 Federal Special Fund (Youth Conservation Corps, NRCS)
- S-342 State Natural Area Reserves Special Fund

LNR804

- G-084 General Fund
- S-206 Federal Special Fund
- S-306 State Trails and Access (Na Ala Hele NAH) Special Fund
- S-343 State Wildlife Revolving Fund (WRF)
- S-352 State Recreational Renaissance Special Fund (defunct)

2.03 HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES RESPONSIBILITIES

DLNR, DOFAW, is responsible for the management of the state's forest and wildlife resources, including more than one million acres of Forest Reserves, Natural Area Reserves, Wildlife Sanctuaries, and Game Management Areas that support more than 10,000 species of plants and animals. DOFAW partners broadly with agencies, landowners, and NGOs to leverage financial and personnel resources pursuant to Division goals and objectives.

2.04 TERM OF CONTRACT

The contract shall be for a period of 24 months beginning approximately on **[DATE]** and ending **[DATE plus 2 years, minus one day]**. Unless terminated, the Contractor and the State may extend the term of the contract for an additional period of up to 24 months or portions thereof without the necessity of re-bidding, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or be renegotiated for a lesser rate.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the contracted parties.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

One of the objectives of this RFP is to make proposals preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2.02 SCOPE OF WORK**.

Proposals must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.

3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.
4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
 - a. Transmittal Letter
See Section Six, Attachment 1, Offer Form OF-1.
 - b. Experience and Capabilities.
 - 1) Client listing.
 - 2) Number of years in business.
 - 3) Listing of key personnel and associated resumes for those who will be dedicated to this contract.
 - 4) Listing of references.
 - 5) Summary listing of judgments or pending lawsuits or legal actions.
 - 6) Samples of projects similar to those described in this RFP.

- c. Proposal including an overall strategy, timeline and plan.
- d. Pricing.
See Section Six, Attachment 2, Offer Form OF-2.
- e. Exceptions.

3.02 EXPERIENCE AND CAPABILITIES

- (1) Provide a complete, related and current client listing.
- (2) Indicate the number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP.
- (3) Include a list of key personnel and associated resumes for those who will be dedicated to this project.
- (4) Offeror shall include a list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- (5) Provide a summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
- (6) Provide sample projects and/or examples of written plans.

3.03 PROPOSAL, STRATEGY AND PROJECTED TIMETABLE

Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.04 PRICING

Refer to Section Six, Attachment 2, for Offer Form OF-2.

3.05 EXCEPTIONS

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

- 1) Cost of services (35)
- 2) Previous experience, capability and proficiency in creating, managing, implementing, and maintaining databases, information management systems (IMS), accounting and finance software or related systems, government information management systems (GIMS) at the local, state, or federal levels, and other proprietary technology or operational systems and platforms.

The criteria will be used:

- a. Total experience (25)

Experience may be demonstrated EITHER by:

- i. Total number of years in the business providing such services and number of years performing specified and related services as indicated in this RFP; OR
- ii. Overall level of responsibility as demonstrated through size and scope of previous successfully-completed, or current, projects and assignments.

- b. Overall performance (25)

Performance rating will be based on feedback obtained from references and client listings for the following factors:

- i. Demonstrated ability to deliver service(s) on schedule and on budget; and
- ii. Availability to answer technological trouble calls and resolve issues; and
- iii. Overall customer service experience.

- 3) Project Proposal (10)

- a. Methodology
- b. Timeline
- c. Expected Results
- d. Possible Shortfalls

- 4) Sample projects and/or examples of written business plans and proposals, organizational structure, organizational time management, contact trees. (5)

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

All [state the services to be provide and name of agency] shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at the [Insert location where RFP document may be obtained, include street address and if available, webpage location]

5.02 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

All above documents must be furnished to the following address within 30 days of award:

Department of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street, Room 325
Honolulu, HI 96813
Attn: Ms. Nancy Lisignoli, Chief Account Clerk

5.03 OFFEROR QUALIFICATIONS

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.20, Experience and Capabilities, will likely have an adverse affect on Offeror's proposal evaluation.

5.04 TERM OF CONTRACT

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

The initial term of the contract shall be for a 24 month period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to 24 months or any portion thereof, if mutually agreed upon in writing prior to contract expiration.

The Contractor or State may terminate the extended contract period at any time upon 6 weeks prior written notice.

[Note – See HAR 3-122-149 for multi-term contracts]

5.05 CONTRACT ADMINISTRATOR

For the purposes of this contract, Gregory S Yukumoto, Administrative Services Assistant, (808) 587-4183, or authorized representative, is designated the Contract Administrator.

5.06 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will

make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.07 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

5.08 REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the DLNR-DOFAW prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must

be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the RFP Administrator:

Department of Land and Natural Resources
Division of Forestry and Wildlife
Accounting and Clerical Services Section
Attn: Mr. Gregory Yukumoto, Administrative Services Assistant
Honolulu, HI 96816
(808) 587-0160 fax
gregory.s.yukumoto@hawaii.gov

The State will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

5.10 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

5.11 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a sixty (60) day period.

5.12 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.13 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the Chairperson of the Department of Land and Natural Resources under the advisement of the Administrator of the RFP, and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.14 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Land and Natural Resources, 1151 Punchbowl Street, Room #325, Honolulu, Hawaii 96813

5.15 DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document from the Internet **provided** Offeror registers its company by fax or e-mail for this specific solicitation, with the RFP Administrator, Mr. Gregory Yukumoto, whose contact information appears on both the cover page and subsequent page under the "Notice to Interested Parties" of this RFP. If Offeror does not register its company, Offeror will not receive addenda or modifications to the specifications, if any, and its offer may be rejected and not considered for award.

5.16 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.17 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;

- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

5.18 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
- e. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and **THREE COPIES** of the original marked "COPY". It is imperative to note that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- e. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
- f. All proposals become the property of the State of Hawaii.

- g. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

5.19 SUBMISSION OF PROPOSAL

Offers shall be received at the Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Rm #325, Honolulu, HI 96816, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the Division of Forestry and Wildlife time stamp clock. **Offers received after the deadline shall be returned unopened.**

5.20 PRICING

Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4.67%, which may be added as a separate line item and shall not exceed the current rate,** and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.

5.21 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

5.22 PROPOSAL OPENING

Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

5.23 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

5.24 DISCUSSION WITH PRIORITY LISTED OFFERORS

Priority listed offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.04.

5.25 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

5.26 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

5.27 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

5.28 PAYMENT

Incremental payments shall be made to the awarded Contractor on a quarterly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of quarterly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended.

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within

a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.29 AWARD

Method of Award. The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

Responsibility of Lowest Responsive Offeror. Reference HRS Chapter 103D-310(c). If compliance documents have not been submitted to the DLNR - DOFAW prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to HRS §103D-328, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DLNR – DOFAW.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the DLNR – DOFAW. However, the tax clearance certificate shall be submitted to the DLNR – DOFAW.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to HRS §103D-310(c), the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DLNR - DOFAW. A photocopy of the certificate is acceptable to the DLNR - DOFAW.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH HAR SECTION 3-122-112*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the DLNR - DOFAW.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the DLNR - DOFAW. However, the certificate shall be submitted to the DLNR - DOFAW.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DLNR - DOFAW. A photocopy of the certificate is acceptable to the DLNR - DOFAW.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these paper certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple

wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of HRS Chapter 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the prior sections.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the DLNR - DOFAW as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

5.30 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.31 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.32 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

5.33 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.34 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

5.35 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.36 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.37 ADDITIONS, AMENDMENTS AND CLARIFICATIONS

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-126. If the request to inspect the confidential material is

denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in DLNR - DOFAW requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any DLNR - DOFAW contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Competency of Offeror. Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Preference for Hawaii Products. A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting there from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences.

Printing Preference: All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT
- Exhibit A: [Title of Exhibit, if any]
- Exhibit B: [Title of Exhibit, if any]
- Exhibit C: [Title of Exhibit, if any]

**OFFER FORM
OF-1**

TO DESIGN, CONSTRUCT, AND IMPLEMENT AN ACCOUNTING AND INVENTORY
MANAGEMENT SYSTEM (AIMS)
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
DOFAW-RFP-12-009-SW

Procurement Officer
Department of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street, Rm. #325
Honolulu Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ ** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**OFFER FORM
OF-2**

TO DESIGN, CONSTRUCT, AND IMPLEMENT AN ACCOUNTING AND INVENTORY
MANAGEMENT SYSTEM (AIMS)
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
DOFAW-RFP-12-009-SW

Total contract cost for accomplishing the development and delivery of the services.

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)
TO DESIGN, CONSTRUCT, AND IMPLEMENT AN ACCOUNTING AND INVENTORY
MANAGEMENT SYSTEM (AIMS)
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
DOFAW-RFP-12-009-SW

Reference: _____
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii
to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____